

**RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE**

02-*R*-1101
July 1, 2002

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT SO AS TO ALLOW MR. WILLIE BILLINGSLEA TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 7110 RECREATION LANE, ACWORTH, GEORGIA, RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF RECREATION.

Whereas, the City of Atlanta, Department of Parks, Recreation and Cultural Affairs, Bureau of Recreation desires to enter into a lease agreement for the purpose of securing a caretaker and security services at the property located at 7110 Recreation Lane, Acworth, Georgia and known as the Lake Allatoona property; and

Whereas, a selection process was set up whereby all employees of the Department of Parks, Recreation and Cultural Affairs had an opportunity to apply to live in the Caretaker's house at the Lake Allatoona property; and

Whereas, Willie Billingslea a City of Atlanta employee who works within the Bureau of Parks was chosen from a list of eligible applicants, and has consented to provide said caretaker/security services in lieu of rent, principally eight (8) hours per week; and

Whereas, Willie Billingslea shall provide caretaker/security services seven (7) days a week for a period of three (3) years, with one option to renew for a period of one (1) year; and

Whereas, in accordance with Code Section 2-6, Lease of city owned houses to certain public officers and other employees, the last appraisal report/valuation analysis for said property list the fair market rental rate as \$200.00 per month; and

Whereas, past experience has proven that a live-in caretaker is an effective deterrent to vandalism at other locations throughout the system.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to enter into a lease agreement with Willie Billingslea a Bureau of Parks employee on behalf of the City of Atlanta, to provide caretaker/security services at 7110 Recreation Lane, Acworth, Georgia in lieu of rent, seven (7) days per week, principally eight (8) hours per week.

Section 2: That the term for this lease agreement shall be for a period of three (3) years with the option to renew in writing for a one (1) year period. The lease agreement shall automatically terminate should Mr. Billingslea cease to be a City employee.

Section 3: That the City Attorney be and is hereby directed to prepare an appropriate lease agreement for execution by the Mayor, to be approved by the City Attorney as to form.

Section 4: That this lease agreement shall not become binding on the City, and that the City shall incur no liability upon the same until such lease agreement has been fully executed by the Mayor and delivered to the Caretaker, Mr. Willie Billingslea.

STATE OF GEORGIA

COUNTY OF FULTON

LAKE ALLATOONA CARETAKER LEASE AGREEMENT

This Lease Agreement, made this ____ day of _____, 2002, by and between the City of Atlanta, a municipal corporation of the State of Georgia hereinafter referred to as the "City", and Mr. Willie Billingslea, hereinafter referred to as "Caretaker".

WITNESSETH:

Whereas, the City has incurred heavy losses due to vandalism in areas where no caretaker lived and is desirous of hiring an on-site caretaker to deter same; and

Whereas, a caretaker's house exists at 7110 Recreation Lane, Acworth Georgia, (known as the Lake Allatoona property); and

Whereas, by Resolution adopted by the Atlanta City Council, Atlanta, Georgia, on the ____ day of _____, 2002, and approved by the Mayor on the ____ day of _____, 2002, hereto marked as Exhibit "A" and made a part hereof by reference, the Mayor is authorized to enter into an appropriate Lease Agreement with said Caretaker to perform the appropriate caretaker/security services; and

Whereas, in accordance with the Code of Ordinances of the City of Atlanta, Section 2-6, Lease of city owned houses to certain public officers and other employees the Department of Parks, Recreation and Cultural Affairs has properly selected an acceptable Caretaker..

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:

1.

The Caretaker does hereby agree:

- a. To reside in the Caretaker's house located on the premises at 7110 Recreation Lane, Acworth Georgia;
- b. To provide security watch over the caretaker's premises at the Lake Allatoona property, seven (7) days a week and to notify police, fire and other emergency services units as necessary;

- c. To provide custodial and minor maintenance services for a maximum of eight (8) hours per week, without said services constituting overtime work;
- d. That all hours worked subject to item "c" above will be designated by the caretaker's immediate supervisor, Mr. Pontius Gay, the District Maintenance Supervisor;
- e. To make any necessary minor repairs to the City owned structure located on said premises;
- f. To perform routine yard and custodial maintenance on the premises and minor repairs to the house, fences and gates, where applicable;
- g. To pay for all utility services related to the caretaker's house, to provide janitorial services to keep the house and immediate grounds clean and sanitary during the week and on week-ends;
- h. To perform any other duties relative to the provision of caretaker services as required and identified within the criteria documents attached as Exhibit "B" that may be imposed by the City from time to time;
- i. To have an operating telephone on-site at all times.

2.

The City agrees to allow the Caretaker to live rent-free in the caretakers' residence located at 7110 Recreation Lane, during the term of this Lease Agreement as consideration for the services to be performed hereunder and in accordance with the Fair Labor Standards Act.

3.

The Caretaker agrees to protect, hold harmless the City, its officers, agents and employees from any and all claims, demands, actions, causes of action, suits, damages, loss and expenses of whatever kind or nature to any person or to any property for anything that may occur in and about the caretaker house by the Caretaker on account of the services or on account of any negligence on the part of the Parks Caretaker.

4.

The term of this Lease Agreement shall be for a period of three (3) years from the date of its execution. Provided, however, that at the expiration of the initial term, and in consideration of the mutual benefits to both the City and the Caretaker, this Lease Agreement may be renewed in writing for a period not to exceed one (1) year under the same terms and conditions, by mutual consent of both parties. Provided further, that either party hereto may terminate this Lease Agreement upon giving of at least thirty (30)

days written notice to the other of such intent to terminate. The lease agreement shall automatically terminate should Mr. Billingslea cease to be a City employee.

5.

The parties agree that the term of this Lease Agreement as contained herein, shall constitute the whole and entire agreement between them. No changes which may be mutually agreed upon by and between the City and the Caretaker shall be effective and enforceable until and unless a written amendment to this Lease Agreement has been executed by both parties.

6.

It is understood and agreed upon by the Caretaker and the City that this Lease Agreement shall not become binding upon the City, and the City shall incur no liability upon same until the Lease Agreement has been executed by the Mayor and delivered to the Caretaker.

7.

Both parties agree and understand that no subleasing of this facility is allowed or acceptable, under any circumstances. Failure by the Caretaker to adhere to this provision shall serve as an automatic violation of this Lease Agreement and will give the City grounds for terminating the Lease Agreement.

8.

It is further understood that no gambling of any kind will be conducted at this facility.

9.

It is understood by the Caretaker that this house is a City of Atlanta property, located in a highly visible location and as a result her private life can become very public, thus, the Caretaker agrees to behave accordingly. Absolutely no illegal, loud, disruptive, unruly or suspicious activity will be tolerated on the premises.

IN WITNESS WHEREOF, the City by and through its duly authorized officers and Willie Billingslea have executed this Lease Agreement the day and year first above written.

ATTEST:

CITY OF ATLANTA:

Municipal Clerk

Mayor (SEAL)

ATTEST:

CARETAKER:

Notary Public

Willie Billingslea

APPROVED:

RECOMMENDED:

Acting Commissioner, Department of Parks, Recreation and Cultural Affairs

Chief Operating Officer

APPROVED AS TO FORM:

APPROVED:

Assistant City Attorney

Director, Bureau of Purchasing and Real Estate

APPROVED AS TO INTENT:

APPROVED:

Director, Bureau of Recreation

Chief Financial Officer, Department Of Finance

TRANSMITTAL FORM FOR LEGISLATION

TO MAYOR'S OFFICE: Gregory G. Pridgeon, Chief of Staff

(for review & distribution to Executive Management)

**Commissioner's
Signature:**

Karl McGinnis

**Director's
Signature:**

Truman Tolefree (P.M.)

From Originating Dept.: Parks, Recreation
and Cultural Affairs

Contact (Name): Truman Tolefree
404-817-7985

Committee(s) of Purview: CD/HRC

Committee Deadline: 06-10-02

Committee Meeting Date(s): 06-25-02

Council Meeting Date(s): 07-01-02

CAPTION: RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT SO AS TO ALLOW MR. WILLIE BILLINGSLEA TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 7110 RECREATION LANE, ACWORTH, GEORGIA, RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:

The Department of Parks, Recreation and Cultural Affairs, Bureau of Recreation has completed its selection process for a live in Caretaker to provide security and caretaker services at the Lake Allatoona Caretaker House located on City of Atlanta property at 7110 Recreation Lane, Acworth, Georgia. Mr. Willie Billingslea a long time Bureau of Parks employee was selected to fill this position in accordance with Section 2-6, of the Code of Ordinances, Lease of City owned houses to certain public officers and other employees.

The term of the Lease agreement will be for a three (3) year period with one (1) option to renew for an additional one (1) year period.

FINANCIAL IMPACT (if any): None.

MAYOR'S STAFF ONLY:

Received by Mayor's Office: _____
(date)

Reviewed: *JP*
(initials/date)

Submitted to Council: _____
(date)

Action by Committee: ☐ Approved ☐ Adversed ☐ Held ☐ Amended
☐ Substitute ☐ Referred ☐ Other